

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark (Reel 5134/Frame 0283)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		02/02/2015	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gentiva Health Services, Inc., as Pledgor		
Street Address:	3350 Riverwood Parkway, Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: DELAWARE		
Name:	Gentiva Health Services Holding Corp., a Delaware corporation, as Pledgor		
Street Address:	3350 Riverwood Parkway, Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: DELAWARE		
Name:	Healthfield, LLC (f/k/a Healthfield, Inc.) a Delaware limited liability company, as Pledgor		
Street Address:	3350 Riverwood Parkway, Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Odyssey HealthCare Inc., a Delaware corporation, as Pledgor		
Street Address:	3350 Riverwood Parkway, Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: DELAWARE		
Name:	OHS Service Corp., a Texas corporation, as a Pledgor		
Street Address:	3350 Riverwood Parkway, Suite 1400		
City:	Atlanta		
TRADEMARK			

OP \$865.00 3464098

State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3464098	
Registration Number:	3464097	GENTIVA
Registration Number:	3430064	LAZARUS HOUSE
Registration Number:	3218460	CASEMATCH
Registration Number:	3303130	GREAT HEALTHCARE HAS COME HOME
Registration Number:	3233987	GENTIVA UNIVERSITY
Registration Number:	2717717	GENTIVA
Registration Number:	3099188	SAFE STRIDES
Registration Number:	1637226	THE HUG CENTER
Registration Number:	2334164	HEALTHFIELD
Registration Number:	3676396	A LIFE THAT MATTERS
Registration Number:	3644869	A PASSION FOR CARING
Registration Number:	3939016	BIG HEARTS. BETTER CARE.
Registration Number:	3865548	CAMP ODYSSEY
Registration Number:	3895159	CAMP ODYSSEY
Registration Number:	2977864	EXCELLENCE WITHOUT EXCEPTION
Registration Number:	2490463	IMPROVING THE QUALITY OF LIFE
Registration Number:	3617002	ODYSSEY CAREBEYOND
Registration Number:	2071649	ODYSSEY HEALTHCARE, INC.
Registration Number:	2069592	HEALTHCARE, INC. ODYSSEY
Registration Number:	3615165	ODYSSEY VISTACARE HOSPICE FOUNDATION
Registration Number:	3939017	ODYSSEYHOSPICE
Registration Number:	3939014	ODYSSEY HOSPICE BIG HEARTS. BETTER CARE.
Registration Number:	3682703	SKY CAMP
Registration Number:	3810087	SKY
Registration Number:	2672152	VISTACARE
Registration Number:	3700119	VISTACARE CAREBEYOND
Registration Number:	3939018	VISTACAREHOSPICE
Registration Number:	3939015	VISTACAREHOSPICE BIG HEARTS. BETTER CARE
Registration Number:	3310236	VISTACARE EXCELLENCE WITHOUT EXCEPTION.
Registration Number:	2717765	LIFESMART
Serial Number:	85867168	GENTIVALINK
Serial Number:	85867306	GENTIVALINK

Property Type	Number	Word Mark
Serial Number:	85867219	GENTIVALINK

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine St.

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	02/03/2015

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Barclays Bank PLC, as Administrative Agent

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 2, 2015

- Assignment
- Security Agreement
- Other 5134 / Frame: 0283
- Merger
- Change of Name
- Release of Security Interest in Trademark (Reel: _____)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gentiva Health Services, Inc., as Pledgor

Street Address: 3350 Riverwood Parkway, Suite 1400

City: Atlanta

State: Georgia

Country: USA Zip: 30339

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0727

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

2/02/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Gentiva Health Services Holding Corp., a Delaware corporation, as Pledgor
Citizenship – USA – DE
3350 Riverwood Parkway, Suite 1400
Atlanta, GA 30339

Healthfield, LLC (f/k/a Healthfield, Inc.), a Delaware limited liability company, as Pledgor
Citizenship – USA – DE
3350 Riverwood Parkway, Suite 1400
Atlanta, GA 30339

Odyssey HealthCare Inc., a Delaware corporation, as Pledgor
Citizenship – USA – DE
3350 Riverwood Parkway, Suite 1400
Atlanta, GA 30339

OHS Service Corp., a Texas corporation, as Pledgor
Citizenship – USA – TX
3350 Riverwood Parkway, Suite 1400
Atlanta, GA 30339

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 2, 2015 (the "Effective Date"), is made by BARCLAYS BANK PLC, in its capacity as administrative agent (the "Agent"), in favor of the pledgor parties identified on the signature page hereto (the "Pledgors").

WHEREAS, pursuant to that certain Security Agreement, dated as of October 18, 2013, by and among the Agent, the Pledgors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Pledgors granted to the Agent, in its capacity as Agent, a security interest in and to certain Intellectual Property Collateral;

WHEREAS, pursuant to the Security Agreement, the Pledgors executed and delivered a Trademark Security Agreement, dated as of October 18, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 21, 2013 at Reel/Frame 5134/0283; and

WHEREAS, the indebtedness described in and the obligations under the Security Agreement and all security interests in the Intellectual Property Collateral, including the Trademarks, are fully discharged and released and the Security Agreement and the Trademark Security Agreement are canceled and terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks, including the trademark registrations and applications set forth on Schedule A attached hereto, the Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (other than Excluded Property), in each case arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgors. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark Collateral.

3. Termination. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Pledgors and their successors, assigns, transferees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Pledgors, at the Pledgors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. This Release shall be binding upon the Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of Grantors and their respective successors and assigns.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

[Signature page follows]

BARCLAYS BANK PLC, acting in its capacity as Administrative Agent

By: 
Name: Christopher K. Lee
Title: Assistant Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005452 FRAME: 0184

**PLEDGORS: ODYSSEY HEALTHCARE, INC.,
OHS SERVICE CORP., GENTIVA HEALTH
SERVICES HOLDING CORP., GENTIVA
HEALTH SERVICES, INC., and HEALTHFIELD,
LLC**

SCHEDULE A
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Gentiva Health Services, Inc.	3464098	Cross shaped dotted logo
Gentiva Health Services, Inc.	3464097	Gentiva (stylized with cross shaped dotted logo)
Gentiva Health Services, Inc.	3430064	Lazarus House
Gentiva Health Services Holding Corp	3218460	Casematch
Gentiva Health Services, Inc.	3303130	Great Healthcare Has Come Home
Gentiva Health Services, Inc.	3233987	Gentiva University
Gentiva Health Services Holding Corp	2717717	Gentiva (word mark)
Gentiva Health Services, Inc.	3099188	Safe Strides
Healthfield, LLC f/k/a Healthfield, Inc.	1637226	The Hug Center & Design (Bear in Circle logo)
Healthfield, LLC f/k/a Healthfield, Inc.	2334164	Healthfield (word mark)
Odyssey Healthcare, Inc.	3676396	A Life That Matters
Odyssey Healthcare, Inc.	3644869	A Passion For Caring
Odyssey Healthcare, Inc.	3939016	Big hearts. Better care.
Odyssey Healthcare, Inc.	3865548	Camp Odyssey
Odyssey Healthcare, Inc.	3895159	Camp Odyssey & Design
Odyssey Healthcare, Inc.	2977864	Excellence Without Exception
Odyssey Healthcare, Inc.	2490463	Improving the Quality of Life
Odyssey Healthcare, Inc.	3617002	Odyssey CareBeyond

OWNER	REGISTRATION NUMBER	TRADEMARK
Odyssey Healthcare, Inc.	2071649	Odyssey Healthcare, Inc.
Odyssey Healthcare, Inc.	2069592	Healthcare, Inc. Odyssey & Design
Odyssey Healthcare, Inc.	3615165	Odyssey Vistacare Hospice Foundation
Odyssey Healthcare, Inc.	3939017	OdysseyHospice
Odyssey Healthcare, Inc.	3939014	OdysseyHospice Big hearts. Better care. & Design
Odyssey Healthcare, Inc.	3682703	Sky Camp
Odyssey Healthcare, Inc.	3810087	Sky and Design (Sky Camp Logo)
Odyssey Healthcare, Inc.	2672152	Vistacare
Odyssey Healthcare, Inc.	3700119	VistaCare CareBeyond
Odyssey Healthcare, Inc.	3939018	VistaCareHospice
Odyssey Healthcare, Inc.	3939015	VistaCareHospice Big hearts. Better care. & Design
Odyssey Healthcare, Inc.	3310236	Vistacare Excellence Without Exception
OHS Service Corp.	2717765	Lifesmart

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Gentiva Health Services, Inc.	85867168	Gentivalink
Gentiva Health Services, Inc.	85867306	Gentivalink
Gentiva Health Services, Inc.	85867219	Gentivalink